



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-010894-26

In the matter of: 702, 49 MCMURCHY AVENUE NORTH
BRAMPTON ON L6X1X6

Between: SIGNET GROUP INC. Landlord

And

KOJO BOATENG Tenant
ABASS HAMZA
SAMUEL ADJEI

SIGNET GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KOJO BOATENG, ABASS HAMZA and SAMUEL ADJEI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 15, 2026.

Only the first named Tenant and the Landlord's legal representative Sean Beard attended the hearing.

Determinations:

Preliminary issues:

1. The Tenant has attempted to raise section 82 issues by uploading some evidence in the Board's record. The Landlord's representative argues that the Tenant has not properly disclosed any s.82 issues the Tenant wishes to raise.
2. Pursuant to the Board's Interpretation Guideline 6, a tenant is entitled to raise these issues when responding to a rent arrears application filed by the landlord.
3. Rule 19.4 and 19.5 of the Board's Rules of Procedure state as follows:

Rule 19.4:

Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about

rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

- a) a written description of each issue the tenant intends to raise; and*
- b) a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.*

Rule 19.5:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

- 4. Based on the evidence before me, the Tenant failed to disclose to the Landlord a written description of each issue the Tenant intends to raise at least 7 days before the hearing. Pursuant to Rule 19.5 of the Board's Rules of Procedures, the Tenant's request to raise s.82 issues is denied.
- 5. The matter proceeds with only the Landlord's L1 application.

L1 Application

- 6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
- 7. As of the hearing date, the Tenant was still in possession of the rental unit.
- 8. The lawful rent is \$2,297.25. It is due on the 1st day of each month.
- 9. Based on the Monthly rent, the daily rent/compensation is \$75.53. This amount is calculated as follows: \$2,297.25 x 12, divided by 365 days.
- 10. The Tenant has paid \$1,300.00 to the Landlord since the application was filed.
- 11. The rent arrears owing to April 30, 2026 are \$9,039.00.
- 12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 13. The Landlord collected a rent deposit of \$154.09 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
- 14. Interest on the rent deposit, in the amount of \$0.93 is owing to the Tenant for the period from January 1, 2026 to April 15, 2026.

15. The Tenant does not dispute the arrears of rent, he said his roommates have moved out and that it has been difficult to afford the rent by himself on his \$2,400.00 per month income from part-time employment. He understands the need to vacate and seeks delay from eviction to mid or end of June 2026 to permit him to find alternative housing.
16. The Landlord while seeking a standard order was open to a delay from eviction for a period of no more than 30 days.

Relief from eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
18. In arriving at my determination, I have considered the submissions of the parties', and I am satisfied that given the Tenant's income, without the financial support of his roommates this tenancy is no longer viable.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$9,225.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,522.25 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,905.68. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$75.53 per day for the use of the unit starting April 16, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 1, 2026.

April 21, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$10,339.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Total the Tenant must pay to continue the tenancy	\$9,225.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$12,636.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Total the Tenant must pay to continue the tenancy	\$11,522.25

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,174.70
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Less the amount of the last month's rent deposit	- \$154.09
Less the amount of the interest on the last month's rent deposit	- \$0.93
Total amount owing to the Landlord	\$7,905.68
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$75.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	